

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
SAMSUNG C&T AMERICA, INC.,
Plaintiff,

-against-

MARGOLIN SHOES, INC.,
Defendant.
-----X

Civil Action No. 12 CV4292

DEFENDANT'S RULE
26(a)(1) DISCLOSURES

Pursuant to Federal Rule of Civil Procedure 26(a)(1), Defendant Margolin Shoes, Inc. ("Margolin") makes the following Initial Disclosures in the above captioned matter. In making these disclosures, Margolin states that they are based on information reasonably available to Margolin at this time and are made without waiver of, or prejudice to, any objections or assertions of any statutory or common law privileges or protections, including, without limitation, the attorney-client privilege and work product doctrine, and objections as to relevance, materiality, admissibility, overbreadth, vagueness and undue burden. Margolin reserves the right at any time to revise, correct, add to or clarify the disclosures set forth herein based on its continuing investigation and discovery regarding this matter consistent with Federal Rule of Civil Procedure 26(e).

(i) The following individuals are likely to have discoverable information that Margolin may use to support their claims and defenses:

1. Chaim Kohanchi, President and Senior Buyer, c/o Margolin Shoes, Inc.,
2701 N Kildare Avenue, Chicago, IL 60639, (772) 252-5222;
2. Daniel Kohanchi, Vice President and Senior Buyer, c/o Margolin Shoes,
Inc., 2701 N Kildare Avenue, Chicago, IL 60639, (772) 252-5222;
3. Carolyn Daniel, Assistant Buyer, c/o Margolin Shoes, Inc., 2701 N Kildare

Avenue, Chicago, IL 60639, (772) 252-5222;

4. Karmin Daniel, Assistant Buyer, c/o Margolin Shoes, Inc., 2701 N Kildare Avenue, Chicago, IL 60639, (772) 252-5222;

5. Gustavo Vargas, Receiving Manager, c/o Margolin Shoes, Inc., 2701 N Kildare Avenue, Chicago, IL 60639, (772) 252-5222.

6. In addition, Margolin believes that other persons exist within the control of the Plaintiff, unknown to Margolin at this time, who have knowledge of relevant issues.

(ii) The following documents are in the possession, custody, or control of Margolin that it may use to support its claims or defenses:

1. Non-privileged and non-work product correspondence (including, without limitation, emails and letters) between or among, Margolin, Samsung C&T American, Inc. ("Samsung"), and/or Anthony L&S, LLC ("L&S") concerning the Cadillac and Bob Marley shoes referenced in the Complaint in this action (the "Complaint");

2. Non-privileged and non-work product correspondence and documents (including, without limitation, marketing material, photographs, emails, letters, invoices, receipts, and bills of landing) related to the Cadillac and Bob Marley shoes referenced in the Complaint;

3. Other documentary evidence in the possession of Samsung or other third parties may also be relevant to disputed facts alleged with particularity in the pleadings.

(iii) Margolin's defenses are based on provisions of the Uniform Commercial Code,

which allow a purchaser to reject goods which are nonconforming. Specifically, the goods shown to Margolin by Samsung and/or its agents at the show came boxed. In addition, the previous course of conduct between the parties always resulted in an understanding that the goods would be shipped in the appropriate boxes. Accordingly, the nonconforming merchandise was properly rejected by Margolin. Further, Margolin sustained damages in that it lost anticipated profits on this transaction, it had to warehouse the nonconforming merchandise, and reprint its catalogue for its own customers.

- (iv) Margolin is not aware, based on the information presently available to it, of any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.

Dated: New York, New York
October 22, 2012

Law Office of Milton D. Ottensoser



Milton D. Ottensoser, Esq. (MO-0985)
Attorney for Defendant Margolin Shoes, Inc.
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TO:

JAFFE & ASHER, LLP
By: Bension D. De Funis (BD 3718)
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New York, New York 10016
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Index No. CV4292 Year 2012

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DEFENDANT'S RULE 26(a)(1) DISCLOSURES

Signature (Rule 130-1.1-a)

Print name beneath

MILTON D. OTTENSOSER

Attorney for Defendant

Office and Post Office Address, Telephone

275 MADISON AVENUE 10TH FL.

NEW YORK, NEW YORK 10016

(212) 481-7500

To

Attorney(s) for

Service of a copy of the within is hereby admitted.

Dated

Attorney(s) for

To

Office and Post Office Address
275 MADISON AVENUE 10TH FL.
NEW YORK, NEW YORK 10016

Attorney for

MILTON D. OTTENSOSER

Yours, etc.

Dated,

at

M.

on

one of the judges of the within named Court, at

for settlement to the Hon.

of which the within is a true copy will be presented

PLEASE take notice that an order

NOTICE OF SETTLEMENT

Attorney(s) for

To

Office and Post Office Address
275 MADISON AVENUE 10TH FL.
NEW YORK, NEW YORK 10016

Attorney for

MILTON D. OTTENSOSER

Yours, etc.

Dated,

named court on

duly entered in the office of the clerk of the within

true copy of a

PLEASE take notice that the within is a (certified)

NOTICE OF ENTRY

MILTON D. OTTENSOSER